

**September 28, 2009**

**The CITY OF SAN JOSE invites Proposals for  
ENVIRONMENTAL CONSULTING SERVICES FOR VARIOUS PARK AND TRAIL  
PROJECTS**

**RESULTING IN ONE MASTER CONSULTANT AGREEMENT IN THE AMOUNT OF  
\$350,000 WITH A DURATION OF UP TO TWO (2) YEARS**

The City of San José Department of Parks, Recreation and Neighborhood Services seeks responsible environmental consulting firms specializing in environmental mitigation areas to a Request for Proposals (RFP) by demonstrating relevant experience in this specialty.

The City Qualifications Based Consultant Selection (QBCS) policy encourages participation by qualified consultants while promoting broad competition, local and small business participation and diversity in the marketplace. Qualification Based Consultant Selection represents the City's intent to provide a fair and objective process that yields the highest quality professional services at a fair and reasonable price. This Request for Proposal solicitation has been developed to encourage participation of well-qualified professional consultants available to provide the services and expertise necessary to satisfy the requirements for environmental mitigation monitoring and reporting services.

The Request for Proposal package is attached.

For questions please contact:

**Marybeth Harasz**  
**Department of Parks, Recreation and Neighborhood Services**  
**Phone: 408.793.4183**  
**E-mail: [marybeth.harasz@sanjoseca.gov](mailto:marybeth.harasz@sanjoseca.gov)**

A sealed RFP package must be received by the City of San José, on or before:

**October 23 at 5:00 PM Pacific Standard Time**

It is the sole responsibility of the Consultant to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

**END OF NOTICE**

# **Request for Proposals # 12541**

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## **Professional Consultant Services For the City of San José**

**ENVIRONMENTAL CONSULTING SERVICES FOR  
VARIOUS PARK AND TRAIL PROJECTS**

Issue Date: September 28, 2009  
Due Date: 5:00 pm, October 23, 2009 (Pacific Time)

**CITY OF SAN JOSE**  
**Department of Parks, Recreation and Neighborhood Services**  
200 E. Santa Clara St., Tower - 9<sup>th</sup> Floor  
San José, CA 95113-1905

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## **I. INTRODUCTION**

The City of San José Department of Parks, Recreation and Neighborhood Services (PRNS) is seeking proposals from qualified firms to provide environmental consulting services for various park and trail projects.

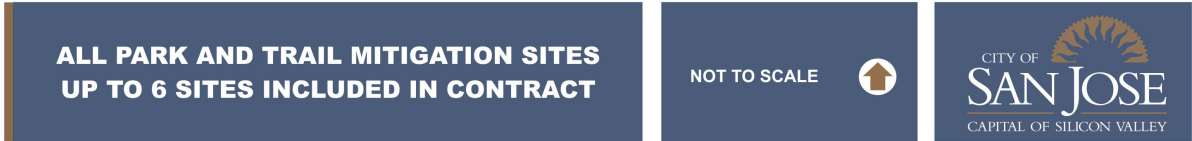
The Request for Proposal (RFP) identifies the general project scope and procedures for Consultant involvement in this process. Responding Consultants shall have relevant experience and the ability to provide professional services for the type of project described in this RFP. Each request for work will be authorized by separate Service Orders indicating the project requiring the service and the tasks required to be performed. The general tasks to be performed are listed in the Master Agreement for Consultant Services. The specific tasks to be performed under the Service Orders will vary from project to project in amounts that total no more than the value of the Master Agreement.

The City has mitigation sites being actively managed on park and trail sites (map below). The resulting agreement is expected to cover the management of up to six (6) of those sites.

## **II. CONSULTANT SCOPE OF SERVICES**

Consultant shall provide environmental consulting services to monitor and evaluate the establishment and success of environmental mitigation areas, provide maintenance services and prepare annual reports to permit agencies. Work shall be done on an as-needed basis for various City park and trail projects. Typical services may include:

- Study project as-built plans and existing mitigation monitoring information.
- Visit mitigation areas and evaluate their condition against establishment criteria set by permit agencies
- Educate maintenance personnel about mitigation area goals and endangered species habitat
- Make recommendations for maintenance activities that would enhance establishment of mitigation areas
- Recommend alternative approaches for mitigation areas not likely to meet establishment criteria
- Prepare annual reports to permit agencies based on establishment criteria specified in the original permit
- Provide maintenance services including but not limited to weeding, mulching, replacing water gel packs and irrigation repair
- Replacing dead plants or planting new plants as directed by the project manager.



All work performed under the Master Agreement shall be authorized by a specific Service Order. The various services the Consultant may be asked to perform are generally described in Attachment A, Exhibit B, of the Form Master Agreement for Consultant Services attached. The specific tasks requested for an individual project will be authorized through a separate Service Order prepared prior to the start of work, which will also include the time limit within which such services must be completed and the compensation for such services. Consultant shall not perform any services unless authorized by a fully executed Service Order. The CITY is not obligated to issue any Service Orders under a Master Agreement.

2 of 46

circumstances. All documentation prepared by the Consultant shall provide for a completed project that conforms to current professional standards regarding the interpretation of applicable federal, state, and local codes, rules, regulations and guidelines which are in force at the time such documentation is prepared.

### III. RFP SUBMITTAL:

- A. Deliverables: **Submit FIVE (5) spiral bound color copies of the Consultant's proposal.**
- B. The proposal must be received at the location, time and date and be clearly marked according to the following instructions:

- 1. **CITY OF SAN JOSE**

- Department of Parks, Recreation and Neighborhood Services**  
**Attn.: Marybeth Harasz**  
**200 E. Santa Clara St., Tower - 9<sup>th</sup> Floor**  
**San José, CA 95113**

- 2. Proposals must be received at the above address no later than **5:00 p.m., October 23, 2009.** Identify the proposal by including the following information on the outside of the package.

- PROPOSAL FOR CONSULTANT SERVICES FOR ENVIRONMENTAL SERVICES FOR VARIOUS PARK AND TRAIL PROJECTS***

- No oversize pages (larger than 8-1/2 x 11) shall be included in the submittal. The submittal content shall be completely comprised of paper that can be recycled.

- 3. Proposals will not be returned. The City shall recycle the submission material after selection. No proposal shall be accepted after the above listed deadline. Facsimile, emailed or electronic format proposals are not acceptable. The City will not pay for nor reimburse Consultant for any costs associated with the preparation of any proposal.

- C. **Prerequisite Information:**

- In order to be considered, all requested qualification information below shall be submitted. All prospective Consultants must complete and submit all qualification and other supplemental information, in one complete package by the date stated below. The City will not accept information or documents from parties other than the submitting consultant.

- 1. Provide a one page Cover Letter signed by an authorized representative of the firm to the City of San José requesting selection consideration for this solicitation stating general qualifications, expertise and ability to perform meet the scope of services as described in this RFP.

- a. Include a brief statement acknowledging that the information provided in the RFP is true, accurate and represents the most current information available as of the date of this RFP.
  - b. Include a brief statement acknowledging the Consultant's willingness to accept the City's standard Agreement for Professional Consultant Services, which is Attachment A to this RFP, as is, without modifications.
  - c. Provide a statement that the firm can and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFP.
  - d. Identify the firm's interest in providing the basic services with a brief two (2) sentence statement explaining the reason why and how it relates to the firm's expertise.
  - e. Acknowledge and agree to comply with the City's Gift Ordinance & Code of Ethics. (See Attachment F).
2. Attachment C: Complete and attach this form if requesting preference for small or local businesses. Identify if your firm is a Local Business Enterprise. The City of San José encourages participation of local firms in its projects. By definition, a local firm is one who has a business office within the Santa Clara County limits **AND** has, at least, one full time employee at that address. If you qualify as a Local Business Enterprise, you may also qualify as a Small Business Enterprise if the total number of employees (regardless of where they are located) is 35 or fewer.
  3. Consultant shall fill out and submit a Statement of Qualifications (SOQ) form which is Attachment D of this RFP following instructions in boxes 1-15. A Microsoft Word template will be provided by the Project Manager upon e-mail request to:  
[marybeth.harasz@sanjoseca.gov](mailto:marybeth.harasz@sanjoseca.gov)
    - i. **List of Lead Professional Personnel by Area of Expertise:** Provide a brief, but detailed history of number of years of experience with current firm and other firms, education, professional registration/certifications, and qualified work experience relevant to the project. Include a resume for each of the lead professional personnel on separate pages with a maximum of 1 page per person.
    - ii. **Environmental mitigation monitoring experience for public park and trail projects:** List up to (5) projects starting with the most recent that the firm has completed within the past 5 years. Provide the year the project was started, the name of the project and location (city), the Owner's name, address and contact name and phone number, and the scope of work performed.
  4. Attachment E: Submit to disclose all conflicts of interest.
  5. Do not include a fee proposal. A fee proposal will be negotiated with the top ranked consultant. If fee negotiations with the top ranked consultant firm are not successful, the City will begin fee negotiations with the second ranked firm.

**D. Selection Criteria:**

The information requested within this RFP will be the basis for scoring by the Screening Panel Board. The evaluation will consist of a matrix of requirements, qualifications and experience, totaling 100 points. The top four (4) ranked firms will be invited to interview with the Screening Panel Board. After interviews, the top ranked firm will be chosen for contract negotiations.

1. Qualifications of lead personnel (30 points)
2. Experience with environmental mitigation monitoring for public projects (30 points)
3. Experience preparing annual reports for permit agencies (30 points)
4. Small/Local Business Enterprise: as described in Section IV.C-2 (up to 10 points)

**IV. RFP ESTIMATED SCHEDULE**

- |  |  |
|--|--|
| A. Release of RFP:                         | September 28, 2009                         |
| B. Deadline to submit questions in writing | October 15, 2009                           |
| C. RFP's Due                               | October 23, 2009, 5:00 P.M. (Pacific Time) |
| D. Firm Interviews                         | Week of November 2-6, 2009                 |
| E. Selection Notification                  | Week of November 9-13, 2009                |
| F. Negotiate Consultant Agreement          | November-December 2009                     |
| G. Start Date of Consultant Agreement:     | January 2010                               |

**V. SUBMITTED PROPOSAL**

The City will rate prospective Consultants/Firms for this work using only objective criteria based upon the information obtained from the submitted Proposal. The City reserves the right to verify from other available sources the information provided by the Consultant and to rely upon such information gathered during the verification process. The City shall review each proposal and establish a numeric score based upon written evaluation criteria. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information.

Any Consultant deemed not qualified, or Consultants whose rating changes sufficiently to disqualify them, will be notified in writing. No Consultant shall have the right to an appeal based upon an incomplete or late submission of the proposal.

- A. Request for Supplemental Information:** The City reserves the right to require, from any or all consultant candidates, supplemental information that clarifies the submitted materials.

- B. **Addenda and Interpretation:** The City shall not be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing and deliver the request by fax or e-mail to:

**CITY OF SAN JOSE**

**Marybeth Harasz**

**Fax: 408.292.6416**

**marybeth.harasz@sanjoseca.gov**

Such requests for clarification shall be deliverable to the City at least five (5) business days prior to the proposal due date. Any City response to the request for clarification will be made in the form of an addendum to this RFP and will be sent to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP. The submitting Consultant should await responses prior to the submission of the proposal.

- C. **Questions:** All questions/inquiries must be made through the City's designated contact person. Contact with representative(s) other than the City's designated contact person as listed in this RFP is grounds for disqualification. Notwithstanding the preceding sentence, nothing in this RFP shall prohibit any member of a prospective Consultant's firm or any persons working for or representing a prospective Consultant from communicating with any person in the City, including, but not limited to, the City Council, regarding an alleged failure of a City employee to follow the procedures or requirements governing the request for qualifications, or any alleged misconduct or impropriety of a City employee related to the request for qualifications.
- D. **Submit all questions and requests for clarifications regarding this RFQ in writing via fax or email to Marybeth Harasz who can be reached by fax at (408) 292-6416, or by email at: marybeth.harasz@sanjoseca.gov. Please submit questions on or before October 15, 2009 at 12:00 Noon PST. If appropriate, the City will respond by October 16, 2008 with an addenda which will be posted on the City's Bid Hotline (<https://cpms.sanjoseca.gov/pub/bidhotline/rfp/index.cfm>).** Consultant shall only rely on this Request for Proposal document and any subsequent written supplement(s) issued by the City for preparation of the submittal. Consultants shall not rely on any other written or any oral statements of the City or its officers, directors, employees, or agents regarding the overall project or the package in preparing and submitting the submission.
- E. **Rejection of Submitted Requests for Proposal:** Consultant RFP's that are not current, accurate, and/or completed accurately to the prescribed format defined shall be considered non-responsive and eliminated from further consideration.
1. The City reserves the right to waive minor irregularities in the RFP format.
  2. The City reserves the sole right to evaluate the Consultant candidate's qualifications and reject any or all RFP's.



- F. **Selection Process Termination:** The City reserves the right to terminate the selection process, at any time, without making an award to any or all consultants on the ranked candidate list. The City Manager or City Council must approve the final agreement with the Consultant, and a service order must be fully executed before any work may start on the project.
- G. **California Public Records Act:** Responses to this RFQ become the exclusive property of the City of San José. At such time as the City Manager awards the contract, all responses received to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each response which are defined by the Consultant as business or trade secrets and plainly marked as “Confidential”, “Trade Secret”, or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such response or portions thereof, if they are not plainly marked as “Confidential”, “Trade Secret”, or “Proprietary” or if disclosure is required under the Public Records Act. Any response which contains language purporting to render all or significant portions of the response “Confidential”, “Trade Secret”, or “Proprietary”, shall be regarded as **nonresponsive**.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish that the information which a consultant submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret”, or “Proprietary”, the City will provide the consultant who submitted the information with reasonable notice to allow said consultant to seek protection from disclosure by a court of competent jurisdiction.

## VI. **SELECTED CONSULTANTS**

Consultant selection for work is not a guarantee that a project will be awarded. A negotiated agreement for professional consultant services and City Manager approval is required prior to start of work. The City reserves the right to adjust the rating based on subsequently learned information.

## VII. **CITY BUSINESS TAX (BUSINESS LICENSE)**

Any consultant doing business with the City of San José is required to pay a City of San José business tax. Successful consultant(s) must show proof of the tax being paid or pay the City business tax at time of contract award. Please contact the City's Treasury Division of the Finance Department at (408) 535-7055 to determine applicable costs.

## VIII. **DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this proposal; and

- B. Any attempt to improperly influence any member of the selection staff; and
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultants and the City; and
- D. Evidence of incorrect information submitted as a part of the proposal; and
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the agreement.

## **IX. PROHIBITION OF GIFTS**

City officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of a minimal value, to City officers or employees. The successful Consultant shall be subject to the City of San José gift prohibition. Said prohibition is found in Chapter 12.08 of the San José Municipal Code (see Attachment F). The successful Consultant agrees not to offer a City officer or designated employee any gift prohibited by said Chapter.

The offer or giving of any gift by Chapter 12.08 shall constitute a material breach of the Agreement by the successful Consultant. In addition to other remedies the City may have by law or equity, City may terminate the Agreement for such breach.

## **X. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT**

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

## **XI. CONFLICT OF INTEREST**

In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFP will be subject to the following requirements:

The proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement resulting from this RFP.

Proposer(s) may not have any interest in any potential proposer for any future City procurements that may result from the work performed under the agreement resulting from this RFP.

In order to determine whether such interest may exist, all proposers must complete the attached Conflict of Interest Form (Attachment E).

**XIII. ADDITIONAL TERMS AND CONDITIONS**

- A. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- B. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and the successful Consultant.

**XIV. ATTACHMENTS (For reference only. Subject to change without notification.)**

Attachment A:	Standard Form of Consultant Agreement (Sample Master)
Attachment B:	Non-Discrimination/Non-Preferential Treatment Provisions
Attachment C:	Request for Contracting Preference for Local and Small Businesses
Attachment D:	Statement of Qualifications
Attachment E:	Conflict of Interest
Attachment F:	Gift Ordinance

Please request Microsoft Word versions of Attachments by e-mail to the Project Manager.

**ATTACHMENT A: STANDARD FORM OF MASTER AGREEMENT  
FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
CONSULTANT  
FOR  
MITIGATION MONITORING AND REPORTING FOR  
VARIOUS PARK AND TRAIL PROJECTS**

This AGREEMENT is made and entered into this                      day of                      2009, by and between the City of San José, a municipal corporation of the State of California (hereinafter "CITY"), and Consultant, a California corporation (hereinafter "CONSULTANT").

**R E C I T A L S**

The purpose for which this AGREEMENT is made and all pertinent recitals are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1.        SCOPE OF SERVICES.**

The CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2.        TERM OF AGREEMENT.**

The term of this AGREEMENT shall be from the date of execution of this AGREEMENT and will continue through December 31, 2011, inclusive, subject to the provisions of Section 12 of this AGREEMENT.

**SECTION 3.        SCHEDULE OF PERFORMANCE.**

The CONSULTANT services shall be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

**SECTION 4.        COMPENSATION.**

The compensation paid to the CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000) Dollars. The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

## **SECTION 5. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to the CITY a statement of the services performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures. Such statement shall be sent to the following address:

The City of San José, Department of Parks,  
Recreation and Neighborhood Services  
Attention: Marybeth Harasz  
200 East Santa Clara Street, 9th Floor  
San José, CA 95113

## **SECTION 6. INDEPENDENT CONTRACTOR.**

It is understood and agreed that the CONSULTANT, in the performance of the work and services agreed to be performed by the CONSULTANT, shall act as and be an independent contractor and not an agent or employee of the CITY; and as an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to the CITY's employees, and the CONSULTANT hereby expressly waives any claim it may have to any such rights.

## **SECTION 7. ASSIGNABILITY.**

The parties agree that the expertise and experience of the CONSULTANT are material considerations for this AGREEMENT. The CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of the CONSULTANT's obligations hereunder, without the prior written consent of the CITY. Any attempt by the CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

## **SECTION 8. SUBCONSULTANTS.**

- A. Notwithstanding Section 7 above, the CONSULTANT may use SUBCONSULTANTS in performing the services under this AGREEMENT upon prior written approval by the CITY's Director of Parks, Recreation and Neighborhood Services ("DIRECTOR") or the Director's designee.
- B. The CONSULTANT shall be responsible for directing the services of the approved SUBCONSULTANTS and for payment of any compensation due to the SUBCONSULTANTS. The CITY assumes no responsibility whatsoever concerning SUBCONSULTANT compensation.
- C. The CONSULTANT shall change or add SUBCONSULTANTS only with the prior written approval of the CITY's DIRECTOR or the Director's designee.

## **SECTION 9 INDEMNIFICATION.**

The CONSULTANT shall defend, indemnify and hold harmless the CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way

from services performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by the CONSULTANT's officers, employees or agents. The acceptance of said services and duties by the CITY shall not operate as a waiver of such right of indemnification. All of the CONSULTANT's obligations under this Section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this AGREEMENT.

#### **SECTION 10. INSURANCE REQUIREMENTS.**

The CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Human Resources or the Director's designee ("Risk Manager") of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The CONSULTANT agrees to provide the CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

#### **SECTION 11. NONDISCRIMINATION.**

The CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

#### **SECTION 12. TERMINATION.**

- A. The CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.
- B. If the CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, the CITY may terminate this AGREEMENT immediately upon written notice.
- C. The CITY's DIRECTOR is empowered to terminate this AGREEMENT on behalf of the CITY.
- D. In the event of termination, the CONSULTANT shall deliver to the CITY copies of all reports, documents, and other work performed by the CONSULTANT under this AGREEMENT, and upon receipt thereof, the CITY shall pay the CONSULTANT for services performed and other reimbursable expenses allowed and incurred to the date of termination.

#### **SECTION 13. GOVERNING LAW.**

The CITY and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

#### **SECTION 14. COMPLIANCE WITH LAWS.**

The CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

#### **SECTION 15. CONFIDENTIAL INFORMATION.**

All data, documents, discussions or other information developed or received by or for the CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the CITY or as required by law.

#### **SECTION 16. OWNERSHIP OF MATERIALS.**

- A. All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of the CITY without restriction or limitation upon their use.
- B. Notwithstanding the foregoing, the following shall apply to all plans, drawings, specifications, and related reports and documents, and electronic equivalents (collectively "PLANS") developed pursuant to this AGREEMENT:
  - 1. CITY shall have the right to reproduce and use the PLANS for purposes of the project that is the subject of this AGREEMENT, including, but not limited to, any use associated with construction, reconstruction, modification, management and renovation of the project.
  - 2. CITY shall have the right to reproduce, use and modify the PLANS, or portions thereof, in the design and construction of any other future CITY project. CITY acknowledges that CONSULTANT does not warrant the suitability of the PLANS for reuse other than as needed for the project that is the subject of this AGREEMENT.
  - 3. The right of the CITY to modify and reuse the PLANS pursuant to this Subsection 16.B. is subject to the provisions of either California Business and Professions Code Sections 5536.25, 6735, 6735.3 or 6735.4, whichever is applicable.

#### **SECTION 17. WAIVER.**

The CONSULTANT agrees that waiver by the CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the CITY of the performance of any work or services by the CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

#### **SECTION 18. THE CONSULTANT'S BOOKS AND RECORDS.**

- A. The CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to the CONSULTANT pursuant to this AGREEMENT.
- B. The CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the CITY, at any time during regular business hours, upon written request by the City Attorney, the City Auditor, the City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the CITY for inspection at the City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the CONSULTANT's business, the CITY may, by written request by any of the above-named officers, require that custody of the records be given to the CITY and that the records and documents be maintained in the City Hall. Access to such records and documents shall be granted to any party authorized by the CONSULTANT, the CONSULTANT's representatives, or the CONSULTANT's successor-in-interest.

#### **SECTION 19. CONFLICT OF INTEREST.**

The CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

#### **SECTION 20. GIFTS.**

- A. The CONSULTANT is familiar with the CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. The CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by the CONSULTANT. In addition to any other remedies the CITY may have in law or equity, the CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.



**SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.**

The CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of the CITY in matters that are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). The CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of the CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

**SECTION 22. SPECIAL PROVISIONS.**

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

**SECTION 23. NOTICES.**

All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To The CITY:	Department of Parks, Recreation and Neighborhood Services Community Facilities Development Attention: Marybeth Harasz 200 East Santa Clara Street, 9th Floor San José, CA 95113
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To The CONSULTANT:	Firm Address
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**All notices of a legal nature including any claims against the CITY, its officers, or employees shall also be served in the manner specified above to the following address:**

The City of San José  
Richard Doyle, City Attorney  
200 E. Santa Clara St., 16<sup>th</sup> Floor  
San José, CA 95113-1905

A notice shall be deemed effective on the date of personal delivery by hand or the date of receipt of facsimile transmission (with verification of receipt) or, if mailed, three (3) days after deposit in the mail.

**SECTION 24.**        **VENUE.**

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

**SECTION 25.**        **PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

**SECTION 26.**        **SEVERABILITY.**

If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 27.**        **REPRESENTATION OF AUTHORITY.**

The person executing this AGREEMENT on behalf of the CONSULTANT does hereby represent and warrant that the CONSULTANT is a duly authorized and existing California corporation, that the CONSULTANT is and shall remain during the term of this AGREEMENT qualified to do business in the State of California, that the CONSULTANT has full right, power and authority to enter into this AGREEMENT and to carry out all actions contemplated by this AGREEMENT, that the execution and delivery of this AGREEMENT were duly authorized by proper action of the CONSULTANT and no consent, authorization or approval of any person is necessary in connection with such execution, delivery and performance of this AGREEMENT except as have been obtained and are in full force and effect, and that this AGREEMENT constitutes the valid, binding and enforceable obligation of the CONSULTANT. Upon the CITY's request, the CONSULTANT shall provide the CITY with evidence reasonably satisfactory to the CITY confirming the foregoing representations and warranties.

**WITNESS THE EXECUTION HEREOF** on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

\_\_\_\_\_  
JOHNNY V. PHAN  
Deputy City Attorney

By \_\_\_\_\_  
LEE PRICE  
City Clerk

200 E. Santa Clara St., 2<sup>nd</sup> Floor  
San José, CA 95113-1905

“CONSULTANT”

CONSULTANT NAME, a California  
corporation

By \_\_\_\_\_  
Name  
Title

## EXHIBIT A

### **RECITALS**

WHEREAS, the CITY of SAN JOSÉ desires to obtain consultant services to perform environmental mitigation monitoring and maintenance services for various park and trail projects; and

WHEREAS, CONSULTANT has the necessary professional expertise and skill to perform the services required; and

NOW, THEREFORE, the purpose of this AGREEMENT is to retain CONSULTANT. as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

END OF EXHIBIT A

## EXHIBIT B

### SCOPE OF SERVICES

The CONSULTANT shall provide to the CITY environmental mitigation monitoring and reporting services for various park and trail projects.

Such services shall include, but are not limited to providing project management, monitoring, inspecting and maintenance recommendations for environmental mitigation areas and preparing annual reports for permit agencies as necessary.

The CONSULTANT'S services shall be provided as requested by the DIRECTOR on an as needed basis, as set forth in a specific project service order. CONSULTANT shall provide general assistance on issues pertaining to CITY projects and shall prepare other consultant services as determined by the DIRECTOR.

#### **SECTION 1. GENERAL PROVISIONS**

- A. The CONSULTANT shall perform all services to the satisfaction of the CITY'S DIRECTOR.
- B. All of the services furnished by the CONSULTANT under this AGREEMENT shall be of the currently prevailing professional standards and quality which prevail among environmental consultant professionals of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances. All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines which are in effect at the time such documentation is prepared.
- C. All work performed under this AGREEMENT shall be authorized by a specific Service Order. Each Service Order given by CITY shall detail the nature of the specific services to be performed by the CONSULTANT, the time limit within which such services must be completed and the compensation for such services. Such details shall include a description of the project for which CONSULTANT shall perform the services, the geographic limits of the project, the type and scope of services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. CONSULTANT shall not perform any services unless authorized by a fully executed Service Order. Any unauthorized services performed by CONSULTANT shall be at no cost to the CITY.
- D. CONSULTANT shall begin work under the service order only after receipt of the service order bearing the approval signature of the DIRECTOR or the DIRECTOR'S designee and the signature of the City Attorney approving the service order as to form. Each authorized Service Order issued under this AGREEMENT by CITY shall be incorporated into the terms and conditions of this AGREEMENT.

- E. CITY will assign a Project Manager to facilitate each Service Order authorized under this AGREEMENT. CONSULTANT shall coordinate with the designated Project Manager on the performance of each Service Order.
- F. CONSULTANT shall be responsible for the coordination with CITY and federal, state and local agencies that are necessary for all services authorized under this AGREEMENT.

## **SECTION 2. BASIC SERVICES.**

The CONSULTANT services shall be performed for the Various Park and Trail Projects for the CITY of San José. Services shall be performed or furnished to the satisfaction of the CITY and shall include, but not be limited to, the following:

- A. Provide project management controls to insure budget and schedule performance to the satisfaction of the CITY.
- B. Prepare a project Work Plan for each project acceptable to the CITY that provides for continuing financial, cost, schedule and budget control, modifications and reporting for the project.
- C. Review existing project data, environmental permits, mitigation and monitoring reporting plans and construction documents for each mitigation area.
- D. Conduct field investigations of existing environmental mitigation areas including vegetation, irrigation systems, water quality, general site conditions and any other environmental conditions being monitored. Assess condition of mitigation areas, vegetation survival rates and compare findings to environmental permit requirements to assess compliance with permit requirements.
- E. Complete field reports noting findings including site conditions, date, time and inspector including documentation of conditions with photographs.
- F. Provide recommendations for vegetation maintenance activities for each mitigation site in both written and graphic format to assigned CITY maintenance staff.
- H. Conduct specialized environmental inspections and testing, and provide related analysis reports as needed.
- I. Prepare annual reports documenting the status of mitigation areas comparing data from previous reports, prepared by others, with the permitting requirements of each permitting agency.
- J. Submit draft copies of annual reports for CITY staff review, and incorporate comments into the final annual report.

- K. Submit the final annual report for each project to appropriate permit agencies and City staff. Hard and electronic copies in PDF format shall be provided in quantities specified in each service order.
- L. Inspect irrigation systems monthly during the dry season. Replacement of malfunctioning irrigation components shall be limited to control valves, lateral polytubing and emitters. Notify the City of any other irrigation repairs needed. All other irrigation repairs will be performed by the City.
- G. Repair, replace or add vegetation to bring the mitigation area into compliance with regulatory permits and project mitigation goals, as needed. All plants must meet original project construction specifications according to the mitigation monitoring and reporting plan.

### **SECTION 3. SPECIFIC SERVICES.**

#### **A. Service Initiation**

Prepare Service Order - Upon request of CITY's Project Manager, CONSULTANT shall meet with the Project Manager to discuss the Project. CONSULTANT shall become familiar with the Project description, scope and goals and develop proposed scope of services.

CONSULTANT shall prepare a proposed scope of work for Project services consistent with CITY'S standard form of service order (attached hereto as Exhibit "G"). The proposed scope of services shall, at a minimum, include the following: Project Description, Scope of Services including deliverables, and Schedule of Performance and Schedule of Compensation. CONSULTANT shall submit the proposed scope of services to the Project Manager in both paper and electronic format.

The Project Manager will review and comment on proposed scope of work, and the parties shall agree on the terms of the final Service Order. CONSULTANT shall not be compensated for work performed in preparation of a Service Order.

#### **B. Service Implementation**

Upon receipt of an authorized Service Order, CONSULTANT shall begin Project services described in the Service Order in accordance with the Schedule of Performance in the Service Order. For each Project, in addition to the specified services, products and deliverables detailed in the Service Order, CONSULTANT shall perform the following tasks:

Task 1 - Initial Meeting - Prior to beginning substantive work on a project, CONSULTANT shall meet with CITY to establish procedures and notifications for any necessary meetings and communications with CITY staff; collect available data from the CITY and establish additional data needs and availability; confirm the format for all project products and deliverables; and address any preliminary project concerns. The meeting will be the primary opportunity to discuss the CITY'S intent, schedule and budget for the project. The CONSULTANT shall

prepare minutes of the meeting and distribute minutes to meeting participants.

Task 2 - Project Coordination Meetings - CONSULTANT shall attend and/or conduct project coordination meetings as required to perform authorized services and as required by Project Manager. CONSULTANT shall prepare minutes of each meeting and distribute minutes to participants.

Task 3 - Project Schedule - CONSULTANT shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the Service Order to the Project Manager for review and approval. CONSULTANT shall confirm or update the schedule monthly at a minimum. Any changes to the schedule shall only be permitted with the written approval of CITY's Project Manager.

Task 4 - Project Progress Report - CONSULTANT shall submit a monthly report to the Project Manager detailing progress on the Project services.

Task 5 - Request for Payment/Invoice - CONSULTANT shall submit progress payment invoices to the Project Manager monthly, as specified in EXHIBIT D. The updated Project schedule and progress report may be submitted as attachments to the invoice.

Task 6 - Project Record - CONSULTANT shall develop and maintain a detailed record of the chronology of the project tasks and milestones completed that are decisive, conclusive or relevant to the outcome of the Project. CONSULTANT shall submit a copy of the Project Record to the Project Manager prior to final payment for services performed on the Project. The Record shall be submitted in both paper and electronic format.

Task 7 - Project Documents - Aside from deliverables specified in the Service Order, and before the conclusion of the Project and final payment for services performed on the Project, CONSULTANT shall submit to the Project Manager a copy of all project documents that are decisive, conclusive or relevant to the outcome of the Project. Such documents may include, without limitation, topographical surveys and mapping, utility mapping, site inventories, base plans, reports and studies, permit applications and permits, environmental documentation, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

END OF EXHIBIT



## EXHIBIT C

### SCHEDULE OF PERFORMANCE

All work under this AGREEMENT shall be completed on or before December 31, 2011. Work shall be initiated on an as-needed basis at the request of CITY, and work shall be prosecuted pursuant to details defined in each specific Service Order, as set forth in EXHIBIT B of this AGREEMENT.

At the discretion of CITY, the term and/or schedule of performance of this AGREEMENT may be extended up to six months in order to complete specific project work that is authorized by Service Order prior to December 31, 2011.

END OF EXHIBIT

**EXHIBIT D**  
**COMPENSATION**

**Section 1. Maximum Compensation for Master Agreement.**

**1.1 Maximum Amount:** The maximum amount of compensation the CITY will pay to the CONSULTANT under this Master Agreement, including both payment for professional services and reimbursable expenses, shall not exceed THREE HUNDRED FIFTY THOUSAND and NO/100 Dollars (\$350,000.00). Any hours worked for which payment would result in a total exceeding this maximum amount shall be at no cost to the CITY.

**1.2 Manner of Payment:** Each Service Order will set forth whether the CITY will pay the CONSULTANT for work performed under such Service Order on a lump sum basis or on an hourly basis. Section 2 of this Exhibit applies to each Service Order where the CITY will pay the CONSULTANT a lump sum for the work performed. Section 3 of this Exhibit applies to all Service Orders where the CITY will pay the CONSULTANT on an hourly basis for the work performed.

**Section 2. Lump Sum Payment.**

**2.1 Lump Sum Amount:** The Service Order shall specify the lump sum amount the CITY will pay the CONSULTANT for performing the required work. The lump sum amount compensates the CONSULTANT for all its costs necessary to complete the work, including professional services and reimbursable expenses. CONSULTANT shall complete all work set forth in the Service Order for the lump sum amount.

**2.2 Progress Payments:** The Service Order may provide for the CITY to pay the lump sum amount by making progress payments. Under such circumstances, the Service Order shall specify appropriate milestones and the amount payable upon successful completion of each milestone. Upon completion of a milestone to the DIRECTOR's satisfaction, the CONSULTANT shall invoice the CITY for the appropriate progress payment. The CITY will make the appropriate progress payment to the CONSULTANT within thirty (30) days of the DIRECTOR'S approval of the CONSULTANT's invoice.

**2.3 Lump-Sum Payment:** If the Service Order does not provide for the CITY to make progress payments, then the CITY shall make a single, lump-sum payment to the CONSULTANT upon completion of all the work to the DIRECTOR's satisfaction. Upon completion of the work to the DIRECTOR's satisfaction, the CONSULTANT shall invoice the CITY for the lump-sum amount. The CITY shall pay the lump-sum amount within thirty (30) days of the DIRECTOR's approval of the CONSULTANT's invoice.

**Section 3. Payment on an Hourly Basis.**

**3.1 Maximum Compensation:** The Service Order shall specify the maximum amount of compensation for the work, including both payment for professional services and reimbursable expenses. The CONSULTANT shall complete all work it is required to perform under the Service Order for no more than the specified maximum amount. Any hours worked for which payment would result in a total exceeding this maximum

amount shall be at no cost to the CITY.

**3.2 Budget:** If the Service Order itemizes budget amounts for any phase or category of work, then CONSULTANT shall not exceed such itemized amount without the DIRECTOR's prior written authorization. The DIRECTOR may approve, in writing, transfers of budget amounts between any of the phases or categories of work listed in the Service Order, provided the aggregate total compensation does not exceed the maximum compensation.

**3.3 Hourly Rates:** CITY will compensate CONSULTANT at the hourly rates in Exhibit D-1 of this Master Agreement. Notwithstanding anything to the contrary, these hourly rates are valid for the term of this Master Agreement unless changed by written amendment.

**3.4 Reimbursable Expenses:** The CITY will reimburse for expenses subject to the following:

Each Service Order will specify the maximum amount of expenses for which the CITY will reimburse the CONSULTANT. The CITY will reimburse expenses at actual cost plus ten percent (10%). Any expenses the CONSULTANT incurs beyond the specified amount is at no cost to the CITY.

The following expenses are reimbursable to the extent the CONSULTANT documents to the DIRECTOR's satisfaction that they were incurred in performing the work required by the Service Order: (a) the cost of mailing, shipping and/or delivery of documents or products to the CITY, (b) the cost of photographing, reproducing and/or copying, (c) the cost of the subconsultant, provided the DIRECTOR has preapproved, in writing, the use and cost of the subconsultant, (d) telephone and fax charges, (e) the rental of any specialized equipment to the extent the DIRECTOR has preapproved, in writing, the cost of such rental, (f) transportation, (g) all other in-house direct expenses as specified in this EXHIBIT D and (h) any other expenses expressly identified in the service order as reimbursable. No other expenses are reimbursable unless the DIRECTOR has preapproved, in writing, such expense.

**3.5 Invoice:** Every month the CONSULTANT shall invoice the CITY for work performed during the immediately previous month. The monthly invoice shall set forth for the relevant invoice period, a detailed description of the work completed, the number of hours worked and the applicable hourly rates, a detailed description of the reimbursable expenses incurred and the amount of such expenses, and documents supporting the reimbursable expenses. The invoice shall also show the total to be paid for the invoice period, the aggregate amounts of payments received to date under the Service Order and the balance of maximum compensation for remaining work on the Service Order.

**EXHIBIT D-1  
HOURLY RATE SCHEDULE**

<b>Job Classification</b>	<b>Hourly Rate</b>

END OF EXHIBIT

**EXHIBIT E**  
**INSURANCE**

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles.
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

**B. Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages**

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

2. **Workers' Compensation and Employers' Liability**

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

3. **All Coverages**

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

There are two (2) options for the delivery of insurance

- PDF via e-mail: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov)
- Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose – Human Resources  
Risk Management  
200 East Santa Clara St., 2<sup>nd</sup> Floor Wing  
San Jose, CA 95113-1905

G. **Subcontractors**

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**END OF EXHIBIT E**

## **EXHIBIT F**

### **SPECIAL PROVISIONS**

In the performance of this Agreement:

#### **1. Prohibition on Discrimination and Preferential Treatment.**

The CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

#### **2. Compliance Reports.**

If directed by the Compliance Officer of the CITY, the CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether the CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

#### **3. Failure to Comply with Nondiscrimination Provisions.**

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject the CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San José Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San José Municipal Code and is a misdemeanor.

#### **4. Subconsultants Agreements.**

The CONSULTANT shall include provisions 1 through 3, inclusive, in each Subconsultant agreement entered into in furtherance of this AGREEMENT so that such provisions are binding upon each of its Subconsultants.

#### **5. Waiver of Nondiscrimination Provisions.**

The nondiscrimination provisions of this AGREEMENT may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this AGREEMENT by the



nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

## **6. Prevailing Wages.**

CONSULTANT acknowledges that portions of the services required by this AGREEMENT are a Public Work, subject to the provisions of Section 1771 of the California Labor Code. CONSULTANT shall pay, or cause to be paid, prevailing wages, as set forth in the California Labor Code Section 1770 *et. seq.*, for all labor performed to facilitate the professional services provided under this AGREEMENT, including, but not limited to, inspection, surveying, drilling, trenching, and excavation. CONSULTANT shall include in all agreements for such labor, a requirement that the employer provide all workers with written notice that prevailing wages apply.

CONSULTANT shall maintain, or cause to be maintained, all records documenting the payment of prevailing wages as required by the State prevailing wage law. CONSULTANT shall maintain these records for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT under this AGREEMENT. CONSULTANT shall provide to the CITY, at no cost to the CITY, a copy of all such records within ten (10) working days of a request for such records by the CITY's Office of Equality Assurance.

CONSULTANT expressly agrees that the compensation agreed to between the parties includes all payment necessary to meet State prevailing wage law requirements. CONSULTANT shall indemnify the CITY for any claims, costs or expenses which the CITY incurs as a result of CONSULTANT's failure to pay, or cause to be paid, prevailing wages.

END OF EXHIBIT

**EXHIBIT G**  
**City of San José – Department of Parks, Recreation and Neighborhood Services**  
**SERVICE ORDER # \_\_\_\_\_ - Consultant Services Master Agreement**

AC# \_\_\_\_\_

Approval: City Manager ☐ City Council ☐ Term: **Start**  
Date \_\_\_\_\_ Date \_\_\_\_\_ Item No. \_\_\_\_\_ **End**  
Max. Master Agrmt. Comp. \$ \_\_\_\_\_ Previously Encumbered on AC: SO # \_\_\_\_\_ for \$ \_\_\_\_\_  
Consultant: Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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**Project Description**

Project Name: \_\_\_\_\_  
Description: \_\_\_\_\_

Attachment A: Includes Description of Project, Scope of Services, Schedule of Performance and Compensation

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**I. CITY PROJECT MANAGEMENT**

Managing Division: Parks Project Manager: Marybeth Harasz  
> Division Manager: Matt Cano Date: \_\_\_\_\_

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**Fiscal/Budget**

Current **unencumbered** amount in Master Agreement: \$ \_\_\_\_\_  
ENCUMBER: Fund: \_\_\_\_\_ Appn: \_\_\_\_\_ RC: \_\_\_\_\_ Consultant Comp. for S.O. # \_\_\_\_\_:  
New balance in Master Agreement: \$ \_\_\_\_\_  
> Division Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

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**Approvals**

> Consultant: \_\_\_\_\_ Date: \_\_\_\_\_  
> Deputy City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_  
> Director of PRNS: \_\_\_\_\_ Date: \_\_\_\_\_

Appropriation Certification: I hereby certify that an unexpended appropriation is available in the above fund for the above contract as estimated, and that funds are available as of this date of signature.

>Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**Progress Payments for Service Order # \_\_\_\_\_ with consultant**

Payment # \_\_\_\_\_ Total: \$ \_\_\_\_\_  
Previous Payments: \$ \_\_\_\_\_ Current Payment: \$ \_\_\_\_\_ Bal. Remaining: \$ \_\_\_\_\_

END OF EXHIBIT

## **ATTACHMENT B**

### **1. Prohibition on Discrimination and Preferential Treatment.**

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

### **2. Compliance Reports.**

If directed by the Compliance Officer of the CITY, CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

### **3. Failure to Comply With Nondiscrimination Provisions.**

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONSULTANT and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

### **4. Subcontracts.**

CONSULTANT shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

### **5. Waiver of Nondiscrimination Provisions.**

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the CONSULTANT has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONSULTANT or other governmental agency are substantially the same as those imposed by the CITY.

**ATTACHMENT C**  
**City of San José**  
**Request for Contracting Preference for Local and Small Businesses**

The San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise\* or Small Business Enterprise\*\* and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a nonlocal vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional 5% to 10% points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

<b>Type of Procurement</b>	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
<b>Type of Preference</b>	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
<b>Amount of Preference</b>	LBE preference = 2.5% of <b>Cost</b>	LBE preference = 5% of <b>Points</b>	
	SBE preference = 2.5% of <b>Cost</b>	SBE preference = 5% of <b>Points</b>	

**In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.**

<b>Business Name</b>			
<b>Business Address</b>			
<b>Telephone No.</b>			
<b>Type of Business</b>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)

**\*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

**Current San José Business Tax Certificate Number**

**Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:**

**\*\*SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

**Please state the number of employees that your Business has:**

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): ☐ Local Business Enterprise ☐ Small Business Enterprise  
I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: \_\_\_\_\_, California

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_

## ATTACHMENT D STATEMENT OF QUALIFICATIONS

1

<b>1. CONSULTANT NAME ADDRESS, ETC.</b> (List firm name, address, phone number and website address and enclose firm brochure with submission if applicable)		<b>2. CONSULTANT SPECIALTIES</b>	
		1. 2. 3. 4. 5.	
<b>3. DATE PREPARED</b>	<b>5. PRIMARY CONTACTS WITHIN THE COMPANY</b>		
	Name	Title	Telephone Number
<b>4. YEAR FIRM ESTABLISHED.</b>	1. 2. 3.		
<b>6. LOCAL OFFICE</b> (Local Office is defined as located within the Santa Clara County limits and at least one full time employee at that location. State Yes or No and List Santa Clara County location if applicable)		<b>7. SOFTWARE PLATFORMS &amp; VERSIONS:</b> (i.e., Microsoft Word, Excel, Powerpoint and Adobe PDF etc.)	
<b>8. NUMBER OF EMPLOYEES IN THE FIRM</b>			

**9. LIST OF LEAD PROFESSIONAL AND TECHNICAL PERSONNEL BY DISCIPLINE :**

(Use Separate Page If Necessary and Attach Resumes)

<u>NAME</u>	<u>DISCIPLINE</u>

**10. SUBCONSULTANTS**

List Subconsultants, Subconsultant experience, Subconsultant Lead Project Managers experience (Use Separate Page If Necessary)

<u>FIRM</u>	<u>DISCIPLINE</u>	<u>PROJECT MANAGER</u> <u>(name and telephone number)</u>

**11. Evidence of Insurance:** Enclose copies of insurance coverage certificates indicating the minimum coverage required by the RFQ.

**12. Errors and Omissions Claims:** List all professional errors and omissions claims in the last five years that resulted in a settlement against consultant or any subconsultants on the project team within the past 5 years.

Year	Project Name and Location	Scope of Work	Owners Name and Address Contact Name and Phone Number	Errors and Omissions Claim in dollars	Errors and Omissions settlement in dollars	Claim paid by: Insurance (I) Self Insurance(S)

**13. Project Experience:** List up to 5 projects related to mitigation monitoring and reporting for public projects prepared in the last 5 years starting with most recent.

Year	Project Name and Location	Scope of Work	Owners Name and Address Contact Name and Phone Number	Consultant Fee

	YES	NO	
14.			Is the firm licensed to do business in the State of California?
15.			Does the firm hold a City of San José business license? If yes, attach copy of license. If no, provide a written statement that the firm will obtain license before execution of consultant agreement.

AS AN AUTHORIZED REPRESENTATIVE OF THIS COMPANY, I CERTIFY THAT THE INFORMATION PROVIDED IN THIS DOCUMENT IS TRUE, ACCURATE, AND REPRESENTS THE MOST CURRENT INFORMATION AVAILABLE AS OF THE DATE BELOW.

---

Signature                      Name (typed)                      Title (typed)                      Date

**INSTRUCTIONS: Use this page for additional space and include the reference number from the previous page that corresponds with the information below.**





**ATTACHMENT E**  
**CONFLICT OF INTEREST FORM**

To be completed by consultants making proposals.

**NAME**

**DATE**

**PROPOSED ASSIGNMENT:**

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		
2. Stock and Investments (a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? (b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment? (c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? (d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?  If the answer is <b>yes</b> to any of the above questions, please provide the name of the company and the amount of the stock or investment.		
3. Employment & Consulting (a) Is your spouse or a dependent employed/retained by anyone likely to be		

Questions	Yes (Provide Details)	No
<p>affected by or involved in the Proposed Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b> to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.</p>		
<p>4. Payments or Gifts</p> <p>(d) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(e) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b>, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b>, please provide the location of the property.</p>		



6. Positions

- (a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?
- (b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?

If the answer is **yes**, please provide the name of the entity, and the title of the position held.

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

## **ATTACHMENT F**

### **GIFT ORDINANCE**

#### **Municipal Code, Chapter 12.08 Prohibition of Gifts**

##### **12.08.010      Gifts Prohibited**

- A. No officer or designated employee of the City or its Redevelopment Agency shall accept any gift, directly or indirectly, from any person who is subject to the decision-making or recommending authority of such officer or employee, except as specifically provided in this Chapter.
- B. "Person subject to the decision-making or recommending authority" means any individual, firm or entity whose interest or whose employer's or client's interest:
  - 1. Has been materially affected by the work of such officer or employee within the two (2) years prior to the time the gift is given; or
  - 2. In the future could reasonably be foreseen to be materially affected by the work of such officer or employee.

##### **12.08.015      Political Reform Act Requirements**

- A. The reporting and disclosure of gifts shall be done in accordance with the requirements of the Political Reform Act (California Government Code Section 81000 *et seq.*, as amended ) and the requirements in this Chapter.
- B. The gift limitations and disqualification requirements under the Political Reform Act are applicable to gifts which are not prohibited by this Chapter.

##### **12.08.020      Gift Defined**

"Gift" means a voluntary transfer of any thing, service, payment or value to the extent that legal consideration of equal or greater value is not received.

- A. As used in this Chapter, the term "gift" includes:
  - 1. Any rebate or discount in the price of any thing of value unless the rebate or discount is made in the regular course of business to members of the public.
  - 2. An officer's or employee's community property interest, if any, in a gift received by that individual's spouse.
  - 3. The provision of travel, including transportation, accommodations and food, except as expressly permitted pursuant to Section 12.08.030.
- B. As used in this Chapter, the term "gift" does not include:
  - 1. Campaign contributions which otherwise comply with Title 12 of the San José Municipal Code and which are required to be reported under Chapter 4 of the Political Reform Act of 1974 as amended.
  - 2. Any devise or inheritance.

**12.08.030      Gifts Not Prohibited**

This Chapter does not prohibit those gifts which strictly fall within the exceptions enumerated herein:

- A. Gifts with a value less than fifty dollars (\$50): Any gift, including meals and beverages provided to an officer or employee in a business or social setting, that has a value less than fifty dollars (\$50), as long as the total value of all such gifts received from any one donor does not exceed fifty dollars (\$50) or more in any calendar year.
- B. Informational material: Informational material such as books, reports, pamphlets, calendars, or periodicals or reimbursement for any such expenses. Informational material does not include provision of educational trips including transportation, accommodation and food.
- C. Hospitality: Gifts of hospitality involving food, beverages or occasional lodging provided to any officer or designated employee by an individual in such individual's primary residence.
- D. Reciprocal gifts: Presents exchanged between any officer or designated employee and an individual, other than a lobbyist as defined in Chapter 12.12, on holidays, birthdays, baby showers, or similar occasions provided that the presents exchanged are not substantially disproportionate in value.
- E. Panels and seminars: Free admission, food, beverages, and similar nominal benefits provided to an officer or employee at an event at which the officer or employee speaks, participates in a panel or seminar or performs a similar service, and reimbursement or advance for actual intrastate travel or for necessary accommodations provided directly in connection with such event.
- F. Admission given by sponsor of an event: Admission to ceremonial, political, civic, cultural or community functions provided by a sponsor of the event for the personal use of the officer or employee. For example, cultural events include theatrical productions and art exhibits; political events include political fundraisers.
  - 1. Admission to regularly scheduled athletic events, such as tickets to professional sporting events, are not included as an exception to prohibited gifts.
  - 2. A sponsor of an event shall not include individuals, persons or organizations whose sponsorship of the event is solely limited to funding or monetary support such as the purchase of tickets.
- G. Employment interview - government employer: Transportation, accommodation, food and directly related expenses advanced or reimbursed by a governmental agency in connection with an employment interview, when the interview is conducted at least one hundred fifty (150) miles from San José and where the situs of the employment will be at least the same distance from the City.
- H. Employment interview - private employer: Transportation, accommodation, food and directly related expenses incurred in connection with an employment interview and a bonafide prospect of employment, when the expenses are advanced or reimbursed to an officer or designated employee by a potential employer, provided that the officer or designated employee has not made or participated in the making of a governmental decision materially affecting the financial interest of the potential employer during the twelve (12) months immediately preceding the time the expenses are incurred or the offer of employment is made, whichever is sooner.
- I. Authorized travel: Transportation, accommodation, food and directly related expenses for any officer or designated employee which has been authorized by a majority of the City Council or Redevelopment Agency Board or which is pursuant to a written City or Redevelopment Agency policy for intrastate or interstate travel regardless of the source of payment.
- J. City or Redevelopment Agency business: Transportation provided to an officer or designated employee by a contractor or other person doing business with the City or Redevelopment Agency, provided that such transportation is related to City or Redevelopment Agency business which is within the scope of employment or the duties of such officer or designated employee, and further provided that such transportation is not in excess of one hundred twenty-five (125) miles one way.

Nothing in this subsection shall be interpreted to limit the City Council's or Redevelopment Agency Board's discretion to approve travel under subsection I. above.

- K. Flowers: Flowers, plants or balloons which are given on ceremonial occasions, to express condolences or congratulations, or to commemorate special occasions.
- L. Prizes and Awards from Bona Fide Competitions: A prize or award received shall be reported as a gift unless the prize or award is received in a bona fide competition not related to the recipient's status as a City or Redevelopment Agency employee. If reported as a gift, the prize or award must comply with the disclosure and disqualification requirements under the Political Reform Act of 1974 as amended.
- M. Wedding gifts: Wedding gifts from an individual other than a lobbyist as defined in Chapter 12.12.

#### **12.08.040      Acceptance Of Gifts**

A gift shall be deemed to have been accepted except where:

- A. It is not used, and, within thirty (30) days after receipt, is returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes.
- B. It is treated as and remains the property of the City or the Redevelopment Agency.
- C. It is received by an officer or designated employee in his or her official capacity or as a representative of the City or Redevelopment Agency, is reported to the City Council or Agency Board, and the Council or Board approves the retention.

#### **12.08.050      Reporting Gifts To Domestic Partner, Spouse And Children**

- A. At the time of filing the annual disclosure statement required by the Political Reform Act or any applicable conflict-of-interest code, each City and Redevelopment Agency officer and designated employee shall file a family gift report on a form to be provided by the City Clerk.
- B. The officer or designated employee shall indicate on such report any gifts known to have been accepted during the relevant reporting period by such officer's or employee's domestic partner, spouse and any dependent child where such gifts would have been prohibited to the officer or employee. The value of any such gift and the donor must be disclosed. If the officer or employee has no knowledge of any such gift having been received, the report shall so state.
- C. For purposes of this Section, domestic partner shall mean any person registered as a domestic partner by an employee with the City of San José.